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SFO GOOD-NITE INN LLC, a California Limited Liability Company

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SIAUPIA VAOVASA; ELISAPETA
VAOVASA; AND LEALOFI PENITITO,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

SFO GOOD-NITE INN LLC, a California
Limited Liability Company,

Defendant.

No. CIV 08-1171 EMC

**ANSWER AND AFFIRMATIVE
DEFENSES; DEMAND FOR JURY
TRIAL**

ANSWER

1. In response to paragraph 1 of the Complaint, Defendant SFO Good-Nite Inn LLC ("Good-Nite Inn") denies each and every allegation, except that Good-Nite Inn is a Limited Liability Company.

2. In response to paragraph 2 of the Complaint, Good-Nite Inn is without sufficient knowledge or information to form a belief as to the truth of the allegations, except that the Good-Nite Inn owns the hotel known as Good-Nite Inn San Francisco Airport North ("SFO Good-Nite Inn"). The United Samoan Pentacostal Church ("United Samoan") reserved conference space and hotel rooms for a conference ("the Conference") at the SFO Good-Nite Inn in the summer of 2006 for approximately one week.

1 3. In response to paragraph 3 of the Complaint, Good-Nite Inn is without sufficient
2 knowledge or information to form a belief as to the truth of the allegations, and on that basis
3 denies each and every allegation. United Samoan reserved conference space and hotel rooms for
4 the Conference at the SFO Good-Nite Inn in the summer of 2006 for approximately one week.
5 Good-Nite Inn was forced to cancel the reservations due to uncertainty over pending renovations
6 to upgrade the hotel, including renovations of the conference rooms.

7 Once SFO Good-Nite Inn's General Manager learned of the planned renovations, Good-
8 Nite Inn was compelled to cancel the reservation, due of the size of United Samoan's group, to
9 insure that United Samoan would be able to find other accommodations. Canceling was
10 extremely disappointing to Good-Nite Inn because it lost significant revenues at a time when it
11 was struggling financially.

12 An individual did repeatedly contact Good-Nite Inn to ask about the cancellation.
13 However, there appears to have been a serious misunderstanding. None of what is alleged about
14 the conversations with this individual is accurate.

15 4. In response to paragraph 4 of the Complaint, Good-Nite Inn is without sufficient
16 knowledge or information to form a belief as to the truth of the allegations, and on that basis
17 denies each and every allegation.

18 During the period in which Project Sentinel apparently was conducting its clandestine
19 testing, the availability of rooms and conference space was in constant flux due to uncertainty
20 over Good-Nite Inn's renovation schedule. Good-Nite Inn attempted to accommodate requests
21 for reservations as best it could, given ongoing construction and renovations in portions of the
22 hotel. Whatever transpired with Project Sentinel was not discriminatory.

23 5. In response to paragraph 5 of the Complaint, Good-Nite Inn denies each and
24 every allegation.

25 **ANSWER TO JURISDICTIONAL ALLEGATIONS**

26 6. To the extent that the allegations contained in paragraph 6 of the Complaint are
27 statements of law only, they require no response. If however, a response is deemed necessary,
28 Good-Nite Inn denies those allegations, except that Good-Nite Inn admits that the Court has

1 jurisdiction to hear this case pursuant to 28 USC §§ 1331 and 1343(a)(3).

2 **ANSWER TO ALLEGATIONS AS TO INTRA-DISTRICT ASSIGNMENT**

3 7. In response to paragraph 7 of the Complaint, Good-Nite Inn admits that venue in
4 the Northern District of California, San Francisco Division, is proper.

5 **ANSWER TO PARTIES ALLEGATIONS**

6 8. In response to paragraph 8 of the Complaint, Good-Nite Inn is without sufficient
7 knowledge or information to form a belief as to the truth of the allegations, and on that basis
8 denies each and every allegation.

9 9. In response to paragraph 9 of the Complaint, Good-Nite Inn is without sufficient
10 knowledge or information to form a belief as to the truth of the allegations contained in this
11 paragraph, and on that basis denies each and every allegation. However, representatives of
12 United Samoan did secure lodging and conference rooms for the Conference scheduled during
13 the summer of 2006.

14 10. In response to paragraph 10 of the Complaint, Good-Nite Inn is without sufficient
15 knowledge or information to form a belief as to the truth of the allegations, and on that basis
16 denies each and every allegation.

17 11. In response to paragraph 11 of the Complaint, Good-Nite Inn is without sufficient
18 knowledge or information to form a belief as to the truth of the allegations, and on that basis
19 denies each and every allegation. However, representatives of United Samoan did secure
20 lodging and conference rooms for the Conference scheduled during the summer of 2006.

21 12. Good-Nite Inn admits that SFO Good-Nite Inn LLC is a California Limited
22 Liability Company with its principal place of business in Los Angeles, California and that Good-
23 Nite Inn owns the SFO Good-Nite Inn, located at 245 South Airport Boulevard, South San
24 Francisco, California.

25 **ANSWER TO ALLEGED FACTS**

26 13. In response to paragraph 13 of the Complaint, Good-Nite Inn is without sufficient
27 knowledge or information to form a belief as to the truth of the allegations contained in this
28 paragraph, and on that basis denies each and every allegation.

1 14. In response to paragraph 14 of the Complaint, Good-Nite Inn is without sufficient
2 knowledge or information to form a belief as to the truth of the allegations contained in this
3 paragraph, and on that basis denies each and every allegation.

4 15. In response to paragraph 15 of the Complaint, Good-Nite Inn is without sufficient
5 knowledge or information to form a belief as to the truth of the allegations contained in this
6 paragraph, and on that basis denies each and every allegation.

7 16. In response to paragraph 16 of the Complaint, Good-Nite Inn is without sufficient
8 knowledge or information to form a belief as to the truth of the allegations contained in this
9 paragraph, and on that basis denies each and every allegation, except that Good-Nite Inn admits
10 that the Ramada Inn in South San Francisco changed ownership since 2003 and is now known as
11 the Good-Nite Inn San Francisco Airport North. Representatives of United Samoan contacted
12 Good-Nite Inn to inquire about hosting a conference in the summer of 2006.

13 17. In response to paragraph 17 of the Complaint, Good-Nite Inn admits that the SFO
14 Good-Nite Inn is a full-service hotel, but features only 180 guest rooms and suites, as the
15 remainder of the hotel still requires renovation. Good-Nite Inn denies that the SFO Good-Nite
16 Inn has 7,916 square feet of conference and meeting space. The SFO Good-Nite Inn has
17 approximately 7,816 square feet of conference and meeting space. Good-Nite Inn denies that the
18 hotel features a 24-hour complimentary airport shuttle, and admits that the hotel has a lounge,
19 restaurant, health club, outdoor pool, gift shop, and full service hair salon and shoe shine. The
20 airport shuttle operates from 4:30 a.m. to midnight.

21 Good-Nite Inn admits that the SFO Good-Nite Inn has four different conference rooms
22 but denies that the conference rooms can accommodate up to 350 guests. The amount of guests
23 that the conference rooms accommodate depends on the function. Good-Nite Inn admits that the
24 SFO Good-Nite Inn is located a mile and a half north of San Francisco International Airport.
25 Good-Nite Inn admits that it serves interstate travelers but is without knowledge as to the exact
26 number and on that basis denies that allegation. To the extent that the allegation that the SFO
27 Good-Nite Inn is a place of public accommodation is a statement of law, Good-Nite Inn denies
28 the allegation. Good-Nite Inn rents rooms and conference space to members of the public.

1 **18.** In response to paragraph 18 of the Complaint, Good-Nite Inn is without sufficient
2 knowledge or information to form a belief as to the truth of the allegations contained in this
3 paragraph, and on that basis denies each and every allegation. Representatives of United
4 Samoan contacted Good-Nite Inn to inquire about hosting a conference in the summer of 2006.

5 **19.** In response to paragraph 19 of the Complaint, Good-Nite Inn is without sufficient
6 knowledge or information to form a belief as to the truth of the allegations contained in this
7 paragraph, and on that basis denies each and every allegation. United Samoan contracted for
8 conference and hotel rooms for the Conference, which was to last one week during the summer
9 of 2006.

10 **20.** In response to paragraph 20 of the Complaint, Good-Nite Inn is without sufficient
11 knowledge or information to form a belief as to the truth of the allegations contained in this
12 paragraph, and on that basis denies each and every allegation.

13 **21.** In response to paragraph 21 of the Complaint, Good-Nite Inn is without sufficient
14 knowledge or information to form a belief as to the truth of the allegations contained in this
15 paragraph, and on that basis denies each and every allegation. Good-Nite Inn contacted United
16 Samoan to notify it that the SFO Good-Nite Inn would be undergoing renovations at the time the
17 Conference had been scheduled, necessitating the cancellation of the reservation to allow United
18 Samoan sufficient time to find new accommodations.

19 **22.** In response to paragraph 22 of the Complaint, Good-Nite Inn is without sufficient
20 knowledge or information to form a belief as to the truth of the allegations contained in this
21 paragraph, and on that basis denies each and every allegation. Good-Nite Inn communicated
22 with representatives of United Samoan to notify them that the hotel would be undergoing
23 renovations at the time the Conference had been scheduled, necessitating the cancellation of the
24 reservation. Statements that the hotel and conference rooms were scheduled to be renovated
25 during the Conference were true and made in good-faith.

26 **23.** In response to paragraph 23 of the Complaint, Good-Nite Inn is without sufficient
27 knowledge or information to form a belief as to the truth of the allegations contained in this
28 paragraph, and on that basis denies each and every allegation. As explained in paragraph 3,

1 above, there appears to have been a serious misunderstanding with an individual who repeatedly
2 contacted Good-Nite Inn. No agent of Good-Nite Inn told anyone that the real reason for the
3 cancellation was that Good-Nite Inn did not want Samoan people at the hotel, or that Samoan
4 people would squirt the fire extinguishers and tear up the place. In fact, Good-Nite Inn was very
5 disappointed to be unable to host the Convention, because it was a significant loss of business.

6 **24.** In response to paragraph 24 of the Complaint, Good-Nite Inn is without sufficient
7 knowledge or information to form a belief as to the truth of the allegations contained in this
8 paragraph, and on that basis denies each and every allegation.

9 During the period in which Project Sentinel apparently was conducting its clandestine
10 testing, the availability of rooms and conference space was in constant flux due to uncertainty
11 over Good-Nite Inn's renovation schedule. Good-Nite Inn attempted to accommodate requests
12 for reservations as best it could, but the situation was extremely fluid. The ability to
13 accommodate reservations was dependent on a number of factors. Whatever transpired with
14 Project Sentinel was not discriminatory.

15 **25.** In response to paragraph 25 of the Complaint, Good-Nite Inn is without sufficient
16 knowledge or information to form a belief as to the truth of the allegations contained in this
17 paragraph, and on that basis denies each and every allegation.

18 During the period in which Project Sentinel apparently was conducting its clandestine
19 testing, the availability of rooms and conference space was in constant flux due to uncertainty
20 over Good-Nite Inn's renovation schedule. Good-Nite Inn attempted to accommodate requests
21 for reservations as best it could, but the situation was extremely fluid. The ability to
22 accommodate reservations was dependent on a number of factors. Whatever transpired with
23 Project Sentinel was not discriminatory.

24 **26.** In response to paragraph 26 of the Complaint, Good-Nite Inn is without sufficient
25 knowledge or information to form a belief as to the truth of the allegations contained in this
26 paragraph, and on that basis denies each and every allegation.

27 During the period in which Project Sentinel apparently was conducting its clandestine
28 testing, the availability of rooms and conference space was in constant flux due to uncertainty

1 over Good-Nite Inn's renovation schedule. Good-Nite Inn attempted to accommodate requests
2 for reservations as best it could, but the situation was extremely fluid. The ability to
3 accommodate reservations was dependent on a number of factors. Whatever transpired with
4 Project Sentinel was not discriminatory.

5
6 27. In response to paragraph 27 of the Complaint, Good-Nite Inn is without sufficient
7 knowledge or information to form a belief as to the truth of the allegations contained in this
8 paragraph, and on that basis denies each and every allegation.

9 **ANSWER TO CLASS ACTION ALLEGATIONS**

10 28. In response to paragraph 28 of the Complaint, Good-Nite Inn is without sufficient
11 knowledge or information to form a belief as to the truth of the allegations contained in this
12 paragraph, and on that basis denies each and every allegation.

13 29. In response to paragraph 29 of the Complaint, Good-Nite Inn is without sufficient
14 knowledge or information to form a belief as to the truth of the allegations contained in this
15 paragraph, and on that basis denies each and every allegation.

16 30. In response to paragraph 30 of the Complaint, Good-Nite Inn is without sufficient
17 knowledge or information to form a belief as to the truth of the allegations contained in this
18 paragraph, and on that basis denies each and every allegation.

19 31. In response to paragraph 31 of the Complaint, Good-Nite Inn is without sufficient
20 knowledge or information to form a belief as to the truth of the allegations contained in this
21 paragraph, and on that basis denies each and every allegation.

22 32. In response to paragraph 32 of the Complaint, Good-Nite Inn is without sufficient
23 knowledge or information to form a belief as to the truth of the allegations contained in this
24 paragraph, and on that basis denies each and every allegation.

25 33. In response to paragraph 33 of the Complaint, Good-Nite Inn is without sufficient
26 knowledge or information to form a belief as to the truth of the allegations contained in this
27 paragraph, and on that basis denies each and every allegation.

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1 **34.** In response to paragraph 34 of the Complaint, Good-Nite Inn denies each and
2 every allegation.

3 **ANSWER TO INJURIES ALLEGATIONS**

4 **35.** In response to paragraph 35 of the Complaint, Good-Nite Inn is without sufficient
5 knowledge or information to form a belief as to the truth of the allegations contained in this
6 paragraph, and on that basis denies each and every allegation.

7 **36.** In response to paragraph 36 of the Complaint, Good-Nite Inn is without sufficient
8 knowledge or information to form a belief as to the truth of the allegations contained in this
9 paragraph, and on that basis denies each and every allegation.

10 **37.** In response to paragraph 37 of the Complaint, Good-Nite Inn denies each and
11 every allegation.

12 **38.** In response to paragraph 38 of the Complaint, Good-Nite Inn denies each and
13 every allegation.

14 **39.** In response to paragraph 39 of the Complaint, Good-Nite Inn denies each and
15 every allegation.

16 **40.** In response to paragraph 40 of the Complaint, Good-Nite Inn denies each and
17 every allegation.

18 **41.** In response to paragraph 41 of the Complaint, Good-Nite Inn denies each and
19 every allegation.

20 **42.** In response to paragraph 42 of the Complaint, Good-Nite Inn denies each and
21 every allegation, except that it is without knowledge or information about the United Samoan's
22 interest in holding a future conference at the SFO Good-Nite Inn and thus denies this allegation
23 on that basis.

24 **43.** In response to paragraph 43 of the Complaint, Good-Nite Inn is without sufficient
25 knowledge or information to form a belief as to the truth of the allegations contained in this
26 paragraph, and on that basis denies each and every allegation.

27 **44.** In response to paragraph 44 of the Complaint, Good-Nite Inn denies each and
28 every allegation.

1 **45.** In response to paragraph 45 of the Complaint, Good-Nite Inn denies each and
2 every allegation.

3 **ANSWER TO ALLEGATIONS IN CLAIMS**

4 **(First Claim, 42 USC § 1981)**

5 **46.** In response to paragraph 46 of the Complaint, Good-Nite Inn incorporates by
6 reference the admissions, denials and defenses set forth in paragraph 1 through 45.

7 **47.** In response to paragraph 47 of the Complaint, Good-Nite Inn denies each and
8 every allegation.

9 **(Second Claim, 42 USC § 2000a)**

10 **48.** In response to paragraph 48 of the Complaint, Good-Nite Inn incorporates by
11 reference the admissions, denials and defenses set forth in paragraph 1 through 47.

12 **49.** To the extent that the allegations contained in paragraph 49 of the Complaint are
13 statements of law only, they require no response. If however, a response is deemed necessary,
14 Good-Nite Inn denies those allegations.

15 **50.** In response to paragraph 50 of the Complaint, Good-Nite Inn is without sufficient
16 knowledge or information to form a belief as to the truth of the allegations contained in this
17 paragraph, and on that basis denies each and every allegation.

18 **51.** In response to paragraph 51 of the Complaint, Good-Nite Inn denies each and
19 every allegation.

20 **(Third Claim, Unruh Civil Rights Act)**

21 **52.** In response to paragraph 52 of the Complaint, Good-Nite Inn incorporates by
22 reference the admissions, denials and defenses set forth in paragraph 1 through 51.

23 **53.** In response to paragraph 53 of the Complaint, Good-Nite Inn denies each and
24 every allegation.

25 **54.** To the extent that the allegations contained in paragraph 54 of the Complaint are
26 statements of law only, they require no response. If however, a response is deemed necessary,
27 Good-Nite Inn denies those allegations.

28 ////

Eighth Affirmative Defense

Some or all of the claims against Good-Nite Inn and/or some or all of the relief requested are barred because even if Good-Nite Inn was found to have taken any actions affecting the Plaintiffs, such actions were not malicious, egregious, in bad faith, or in willful and reckless indifference or disregard of any legal rights of any plaintiff.

Ninth Affirmative Defense

Plaintiffs have failed to comply with all conditions precedent and with all statutory requisites for filing the instant suit against Good-Nite Inn.

Tenth Affirmative Defense

Plaintiffs (and the purported class) lack standing to challenge any actions of Good-Nite Inn that did not affect them.

Eleventh Affirmative Defense

Some or all of the purported claims in the Complaint are barred because the alleged claims of Plaintiffs are not typical of the purported claims of the proposed class. Accordingly, the class action allegations should be stricken from the Complaint and/or dismissed.

Twelfth Affirmative Defense

Some or all of the purported claims in the Complaint are barred because the named Plaintiffs cannot fairly and adequately protect and represent the interests of the purported class members. Accordingly, the class action allegations should be stricken from the Complaint and/or dismissed.

Thirteenth Affirmative Defense

Some or all of the purported claims in the Complaint are barred because the members of the proposed class are not so numerous that joinder of each member is impracticable. Accordingly, the class action allegations should be stricken from the Complaint and/or dismissed.

Fourteenth Affirmative Defense

Some or all of the purported claims in the Complaint are barred because the questions of law or fact asserted or be common to the purported class members do not predominate over

1 questions of law or fact affecting only individual members of the proposed class on whose behalf
2 Plaintiffs purport to sue. Accordingly, the class action allegations should be stricken from the
3 Complaint and/or dismissed.

4 **Fifteenth Affirmative Defense**

5 Some or all of the purported claims in the Complaint are barred because a class action is
6 not superior to other available methods to the fair and efficient adjudication of this controversy.
7 Accordingly, the class action allegations should be stricken from the Complaint and/or
8 dismissed.

9 **Sixteenth Affirmative Defense**

10 Some or all of the purported claims in the Complaint are barred because Good-Nite Inn
11 has not acted or refused to act on any grounds generally applicable to the proposed class, and,
12 therefore, final injunctive or corresponding declaratory relief with respect to the proposed class is
13 not appropriate. Accordingly, the class action allegations should be stricken from the Complaint.

14 **Seventeenth Affirmative Defense**

15 Good-Nite Inn avers that the contemplated collective action is premature and should be
16 stayed or abated for the following reasons. The mandatory requirements of Federal Rule of Civil
17 Procedure 23 have not been fulfilled.

18 More specifically, there has not been a showing that the prosecution of separate actions
19 by individual members would create a risk of (a) inconsistent or varying adjudications with
20 respect to individual members of the class which would establish incompatible standards of
21 conduct for the party opposing the class or (b) adjudication with respect to individual members
22 of the class which would as a practical matter be dispositive of the interests of other members not
23 parties to the adjudication or substantially impair or impede their ability to protect their interests.

24 Similarly, there has not been a showing that Good-Nite Inn, as the party opposing the
25 class, has acted or refused to act on grounds generally applicable to the class, thereby making
26 final injunctive relief or corresponding declaratory relief appropriate with respect to the class as
27 whole.

28 Moreover, the Court has made no finding that the questions of law or fact common to the

members of the class (if any) predominate over any questions affecting only individual members and that a class action is therefore superior to the other available methods for the fair and efficient adjudication of the controversy. The matters pertinent to the findings which have not been made include (a) the interest of members of the class and individually controlling the prosecution or defense of the separate actions; (b) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class; (c) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (d) the difficulties likely to be encountered in the management of a class action.

Eighteenth Affirmative Defense

The damages of which Plaintiffs complain, if such damages occurred, were caused by the acts or omissions of Plaintiffs.

Nineteenth Affirmative Defense

Plaintiffs have failed to mitigate their damages as required by law.

Twentieth Affirmative Defense

Plaintiffs' claims for punitive damages against Good-Nite Inn are barred, in whole or in part, because an award of punitive damages would violate Good-Nite Inn's rights guaranteed by the Due Process and Equal Protection clauses set forth in the Fifth and Fourteenth Amendments of the United States Constitution.

Twenty-first Affirmative Defense

Plaintiffs' claim for punitive damages against Good-Nite Inn cannot be sustained because any award of punitive damages under a process which fails to bifurcate the issue of punitive damages from the remaining issues would violate Good-Nite Inn's rights guaranteed by the Due Process and Equal Protection clauses set forth in the Fifth and Fourteenth Amendments of the United States Constitution.

Twenty-second Affirmative Defense

Plaintiffs have failed to join a required party.

Twenty-third Affirmative Defense

Good-Nite Inn further asserts that Plaintiffs' claims for punitive or exemplary damages

1 should be denied because the law should be extended so as to provide that an award of such
2 damages would violate the prohibition against excessive fines mandated by the Eighth
3 Amendment to the Constitution of the United States.

4 **Twenty-fourth Affirmative Defense**

5 Plaintiffs' claims are barred due to their election of remedies.

6 **Twenty-fifth Affirmative Defense**

7 Plaintiffs' claims are barred under the doctrine of waiver.

8 **Twenty-sixth Affirmative Defense**

9 Plaintiffs' claims are barred under the doctrine of estoppel.

10 **Twenty-seventh Affirmative Defense**

11 Plaintiffs' claims are barred under the doctrine of unclean hands.

12 **Twenty-eighth Affirmative Defense**

13 Portions of Plaintiffs' claims under 42 U.S.C. § 1981 (on behalf of visitors and attempted
14 visitors) are barred because there is no contract between the proposed class members and
15 defendant.

16 **Twenty-ninth Affirmative Defense**

17 Plaintiffs are not entitled to punitive or compensatory damages or trial by jury with
18 respect to all or a portion of their claims.

19 **Thirtieth Affirmative Defense**

20 Plaintiffs' claims are frivolous, without foundation in fact, or brought in subjective bad
21 faith, and warrant an award of attorneys' fees and costs to Good-Nite Inn for expenditures in the
22 defense of this action.

23 **Thirty-first Affirmative Defense**

24 Any allegations not specifically admitted herein are denied.

25 **PRAYER**

26 Wherefore, Good-Nite Inn prays that as follows:

- 27 1. That Plaintiffs take nothing by reason of its complaint, that judgment be rendered
28 in favor of defendant.

2. That Good-Nite Inn be awarded its fees and costs of suit incurred in defense of this action.
3. That the Court not certify the case as a class action.
4. That the Court not enter a declaratory judgment against Good-Nite Inn.
5. That the Court not enter a permanent injunction against Good-Nite Inn concerning the alleged conduct.
6. That the Court not enter a permanent injunction directing Good-Nite Inn to remedy the effects of the alleged conduct.
7. That the Court not award statutory damages of \$4,000 to each Plaintiff and member of the proposed Plaintiff Class.
8. That the Court not award compensatory damages to the Plaintiffs and member of the proposed Plaintiff Class.
9. That the Court not award punitive damages against Good-Nite Inn.
10. That the Court not award Plaintiffs and Plaintiff Class their attorneys' fees and costs.
11. That the Court not award any other relief to the Plaintiffs.
12. That the Court award Good-Nite Inn any such other relief as the Court deems proper.

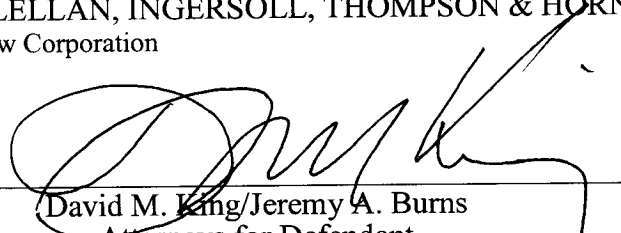
JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38, Good-Nite Inn demands a jury trial on all issues so triable

Dated: April 1, 2008

CARR, McCLELLAN, INGERSOLL, THOMPSON & HORN
Professional Law Corporation

By: _____


David M. King/Jeremy A. Burns
Attorneys for Defendant
SFO GOOD-NITE INN LLC, a California Limited
Liability Company